UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--x

DAVID NORKIN

Plaintiff,

Index No. 05 Civ. 9137(DC)

-against-

DLA PIPER RUDNICK GRAY CARY LLP,

Defendant.

--x

EXHIBIT 7 TO DECLARATION OF JEAN LEWIS IN SUPPORT OF DEFENDANT'S MOTION TO TRANSFER TO CONNECTICUT

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Counsel for Defendant

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ATTORNEY CLIENT PRIVILEGED AND CONFIDENTIAL

October 26, 2004

Mr. Mark M. Kratter
Law Offices of Mark M. Kratter
317 Madison Avenue
New York, New York 10017

Re: *Britestarr Homes, Inc. v. Piper Rudnick LLP* and *David Norkin v. Piper Rudnick LLP*

Dear Counsel:

This letter sets out the cooperating attorney agreement, or joint prosecution agreement, between Caddell & Chapman ("C&C") and The Law Offices of Mark M. Kratter concerning litigation against Piper Rudnick LPP ("Piper") with respect to Piper's representation of Britestarr Homes, Inc. and Mr. Norkin from 1999 until 2002. You have advised us that the firm The Law Offices of Mark Kratter will soon become Kratter & Gustafson, LLC. Upon the switch to Kratter & Gustafson, LLC, this agreement shall remain enforceable as an agreement with both the predecessor firm, The Law Offices of Mark Kratter, as well as the successor firm, Kratter & Gustafson, LLC (collectively referred to as "Kratter").

C&C is currently serving as special counsel to the debtor, Britestarr Homes, Inc. ("Britestarr"), in pursuing Britestarr's claims against Piper in an adversary proceeding (the "Adversary Proceeding"). Kratter is currently representing Mr. Norkin, Britestarr's former President, in investigating and pursuing claims that Mr. Norkin may have against Piper. Several months ago, C&C and Kratter met in Kratter's office in Connecticut. During that meeting, Kratter requested that C&C provide Kratter with the depositions taken thus far in the Adversary Proceeding. During the last several months, Kratter and Mr. Norkin have had an opportunity to review the depositions. Kratter anticipates soon taking legal action against Piper on Mr. Norkin's behalf. Both parties to this agreement believe that any claims that Mr. Norkin has against Piper are not property of Mr. Norkin's personal bankruptcy estate because those claims arose after Mr. Norkin filed for bankruptcy in 1997. Hence, C&C and Kratter have agreed to cooperate with one another to advance the claims of their respective clients against the common defendant, Piper.

JOINT PROSECUTION AGREEMENT

The parties agree as follows:

1. *Parties' Reciprocal Interests in Respective Cases Against Piper.*

a. C&C agrees to assist Kratter, or another attorney that Mr. Norkin retains as trial counsel, in pursuit of Mr. Norkin's claims against Piper ("Norkin Claims"). C&C has already assisted by providing Kratter with the depositions taken in the Adversary Proceeding. In the future, C&C will assist Mr. Norkin's litigation counsel when drafting the initial complaint, drafting discovery, or preparing for depositions. To do so, C&C will discuss the facts that C&C has uncovered during discovery of the Adversary Proceeding and will describe the theories that C&C has developed during the Adversary Proceeding. In exchange, Mr. Norkin hereby conveys to C&C a twenty percent (20%) interest in any recovery made with respect to any of Mr. Norkin's claims against Piper, the Norkin Claims.

b. Likewise, Mr. Norkin's litigation counsel agrees to assist C&C in its pursuit of Britestarr's claims against Piper. Mr. Norkin's litigation counsel agrees to periodically update C&C on the facts uncovered during discovery in Mr. Norkin's suit against Piper. Mr. Norkin's litigation counsel also agrees to periodically make himself and Mr. Norkin available to discuss the facts concerning Mr. Norkin's knowledge of Britestarr and its business dealings. Mr. Kratter agrees to make himself and Mr. Norkin available on Wednesday, October 27, 2004, for Mr. Norkin's deposition in the Adversary Proceeding. In exchange for performance of these commitments, C&C hereby conveys to Mr. Norkin a fifteen-percent (15%) interest in Oak Point Property, Inc.'s rights to receive proceeds from Britestarr's recovery against Piper in the Adversary Proceeding.

c. In the Britestarr bankruptcy proceeding, an affiliate of Oak Point Property, Inc. has agreed to pay creditors of Britestarr. The affiliate will pay the creditors with the funds that it obtains in a financial closing that will likely occur in January 2005 (hereinafter "Financial Closing"). The parties to the instant agreement recognize that the Adversary Proceeding may be resolved prior to the Financial Closing. The parties also recognize that Oak Point Property, Inc. may be required to use the proceeds that it receives from the Adversary Proceeding to pay the Britestarr creditors. If so, then C&C may not receive its interest in Oak Point Property, Inc.'s rights to receive agreed to cooperate with one another to advance the claims of their respective clients against the common defendant, Piper.

JOINT PROSECUTION AGREEMENT

The parties agree as follows:

1. *Parties' Reciprocal Interests in Respective Cases Against Piper.*

a. C&C agrees to assist Kratter, or another attorney that Mr. Norkin retains as trial counsel, in pursuit of Mr. Norkin's claims against Piper ("Norkin Claims"). C&C has already assisted by providing Kratter with the depositions taken in the Adversary Proceeding. In the future, C&C will assist Mr. Norkin's litigation counsel when drafting the initial complaint, drafting discovery, or preparing for depositions. To do so, C&C will discuss the facts that C&C has uncovered during discovery of the Adversary Proceeding and will describe the theories that C&C has developed during the Adversary Proceeding. In exchange, Mr. Norkin hereby conveys to C&C a twenty percent (20%) interest in any recovery made with respect to any of Mr. Norkin's claims against Piper, the Norkin Claims.

b. Likewise, Mr. Norkin's litigation counsel agrees to assist C&C in its pursuit of Britestarr's claims against Piper. Mr. Norkin's litigation counsel agrees to periodically update C&C on the facts uncovered during discovery in Mr. Norkin's suit against Piper. Mr. Norkin's litigation counsel also agrees to periodically make himself and Mr. Norkin available to discuss the facts concerning Mr. Norkin's knowledge of Britestarr and its business dealings. Mr. Kratter agrees to make himself and Mr. Norkin available on Wednesday, October 27, 2004, for Mr. Norkin's deposition in the Adversary Proceeding. In exchange for performance of these commitments, C&C hereby conveys to Mr. Norkin a fifteen-percent (15%) interest in Oak Point Property, Inc.'s rights to receive proceeds from Britestarr's recovery against Piper in the Adversary Proceeding.

c. In the Britestarr bankruptcy proceeding, an affiliate of Oak Point Property, Inc. has agreed to pay creditors of Britestarr. The affiliate will pay the creditors with the funds that it obtains in a financial closing that will likely occur in January 2005 (hereinafter "Financial Closing"). The parties to the instant agreement recognize that the Adversary Proceeding may be resolved prior to the Financial Closing. The parties also recognize that Oak Point Property, Inc. may be required to use the proceeds that it receives from the Adversary Proceeding to pay the Britestarr creditors. If so, then C&C may not receive its interest in Oak Point Property, Inc.'s rights to receive proceeds from the Adversary Proceeding until the Financial Closing. If that occurs, then C&C will pay Mr. Norkin his fifteen-percent (15%) interest in Oak Point Property, Inc.'s rights to receive proceeds from the Adversary Proceeding when C&C receives its monies from Oak Point Property, Inc.

2. *Expenses and Case Costs.*

a. Each party will be responsible for the expenses and case costs associated with the respective case that each party is pursuing. Specifically, C&C, along with Britestarr, has been responsible, and will continue to be responsible, for the expenses and case costs associated with prosecuting the Adversary Proceeding. Likewise, Mr. Norkin will be responsible for the expenses and case costs associated with prosecuting the case that Mr. Norkin will soon pursue against Piper.

b. To assist Mr. Norkin and his counsel in prosecuting Mr. Norkin's claims against Piper, beginning in December 2004, and continuing until resolution of either the Adversary Proceeding or the Norkin Claims, C&C will advance to Mr. Norkin's litigation counsel $3,000 per month to finance litigation costs. In November 2004, C&C will advance an initial one-time amount of $10,000 to Mr. Norkin's litigation counsel to help finance the filing of Mr. Norkin's lawsuit against Piper. Mr. Norkin will reimburse C&C for any amounts that C&C advances to Mr. Norkin's litigation counsel out of Mr. Norkin's recovery, if any, in the Adversary Proceeding or the Norkin Claims against Piper, whichever occurs first. If the Adversary Proceeding is resolved before Mr. Norkin's claims against Piper are resolved, then C&C will obtain reimbursement from Mr. Norkin by subtracting the advances made to his litigation counsel from the monies that he is entitled to receive pursuant to his fifteen-percent (15%) interest in Oak Property, Inc.'s rights to receive proceeds from Britestarr's recovery against Piper in the Adversary Proceeding. Conversely, if Mr. Norkin's claims against Piper are resolved before the Adversary Proceeding is resolved, then C&C will obtain reimbursement of the advances by Mr. Norkin and/or his litigation counsel making payment to C&C for the amount of the advances, in addition to paying C&C the monies that it is entitled to receive pursuant to its twenty percent (20%) interest in Mr. Norkin's claims against Piper.

3. *Attorneys' Fees.*

The parties are not agreeing to share any portion of the attorneys' fees that each party earns in prosecuting these two respective matters. Specifically, C&C will be compensated for its work on the Adversary Proceeding according to the fee agreement that it has entered into with Britestarr. Mr. Norkin's litigation counsel is not entitled to any portion of the fees that C&C earns from its work on the Adversary Proceeding. Likewise, Mr. Norkin's litigation counsel will be compensated for his work on Mr. Norkin's claims against Piper according to the fee agreement that those parties agree upon. Similarly, C&C is not entitled to any portion of the fees that Mr. Norkin's litigation counsel earns from pursuing Mr. Norkin's claims against Piper.

4. *Amendments.* This agreement may only be amended by written agreement of the parties to it.

5. *Severability.* If, for any reason, any provision or clause of any sentence is deemed invalid, void, voidable, or unenforceable by a court of proper jurisdiction, the agreement shall then be considered divisible as to such part, with the remainder of that sentence or clause and/or agreement remaining as valid and binding as though the such part were not included in the agreement.

6. *Assignment.* Particularly because of the personal nature of the obligations, this Agreement shall not be assigned by any party without the written consent of all others.

7. *Choice of Law.* The parties agree that New York law will govern this agreement.

8. A signed fax copy of this agreement shall have the same effect as an original signed copy.

If the foregoing accurately reflects your understanding of our agreement, please sign a copy of this letter where indicated.

Best regards. We look forward to working with you on this important matter.

Sincerely,

Michael Caddell

Michael A. Caddell
Caddell & Chapman

David Norkin

Mark M. Kratter
Law Offices of Mark M. Kratter

10/26/04
Date

MAC/me